

In the Matter of COMFORT SPRING CORPORATION and UNITED FURNITURE WORKERS OF AMERICA, LOCAL 75, C. I. O.

Case No. 5-CA-238.—Decided June 8, 1950

DECISION AND ORDER

On January 24, 1950, Trial Examiner James A. Shaw issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had engaged in certain unfair labor practices, and recommending that it take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. Thereafter, the Respondent filed exceptions to the Intermediate Report and a supporting brief, the Union filed a reply brief, and the Respondent subsequently filed a brief in reply to the Union's brief.

The Board¹ has reviewed the rulings of the Trial Examiner at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Intermediate Report, the exceptions and briefs, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner, with the following additions.

We agree with the Trial Examiner that the Respondent violated Section 8 (a) (5) of the Act by refusing to bargain with the Union, which, following a consent election, was formally certified by the Regional Director for the Fifth Region on August 28, 1949. The Respondent contends that it has no duty to bargain because the Union, which we had administratively found to be in compliance with Section 9 (f), (g), and (h) of the Act, is not in fact in compliance. The Respondent excepts to the Trial Examiner's refusal to admit evidence bearing on the question of compliance, and argues this point at length in its briefs.

We have recently reiterated our views on this subject in *Sunbeam Corporation*.² In that case, as in the present one, the validity of a Board certification was attacked on the grounds: (1) That non-Communist affidavits had not been filed by certain individuals who, al-

¹ Pursuant to the provisions of Section 3 (b) of the National Labor Relations Act, the Board has delegated its powers in connection with this proceeding to a three-member panel [Chairman Herzog and Members Houston and Murdock].

² 89 NLRB 469.

90 NLRB No. 28.

though not designated as officers, allegedly exercised the functions of officers in the union; and (2) that the non-Communist affidavits of other officers in the union were perjured. In that case we said:

In advancing this contention the Employer would, in effect, have us overrule our earlier Decisions, in which we have held that the determination of compliance is an administrative matter not litigable by the parties, that the Board will not go behind the affidavits identifying the officers of a labor organization to determine the truth thereof, and that it was the intention of Congress, in enacting Section 9 (h), that the filing of affidavits be sufficient for the Board's purposes, all questions of perjury with respect to such affidavits being within the province of the Department of Justice. We find nothing in this record to cause us to alter our previous expressed opinions on these matters. [Citing cases.]

The facts of the present case are no better warrant for a departure from our previous policies. The Respondent's contention that the affidavit of Max Perlow is perjured has already been considered and disposed of by the Board in another case.³ We have independently investigated the Respondent's contention that Max Weinstein is an officer of the Union who should be required to file a non-Communist affidavit, and have found that Weinstein is not an officer of the Union. Under these circumstances, we are not persuaded that any exception should be made for the Respondent by allowing it to introduce evidence relating to a matter which we have uniformly stated is not litigable.

ORDER

Upon the entire record in the case and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the Respondent, Comfort Spring Corporation, Baltimore, Maryland, its officers, agents, successors, and assigns, shall:

1. Cease and desist from refusing to bargain collectively with United Furniture Workers of America, Local 75, C. I. O., as the exclusive representative of all its production and maintenance employees, excluding office and clerical employees, professional employees, sales personnel, guards, and supervisors, in respect to rates of pay, wages, hours of employment, and other conditions of employment.

2. Take the following affirmative action which the Board finds is required to effectuate the policies of the Act:

³ *American Seating Company*, 85 NLRB 269.

(a) Upon request, bargain collectively with United Furniture Workers of America, Local 75, C. I. O., as the exclusive representative of all its production and maintenance employees, excluding office and clerical employees, professional employees, sales personnel, guards, and supervisors, in respect to rates of pay, wages, hours of employment, and other conditions of employment, and if an understanding is reached, embody such understanding in a signed agreement;

(b) Post at its plant in Baltimore, Maryland, copies of the notice attached hereto, marked "Appendix A".⁴ Copies of said notice, to be furnished by the Regional Director for the Fifth Region, shall, after being duly signed by the Respondent or its representative, be posted by the Respondent immediately upon receipt thereof and maintained by it for a period of sixty (60) consecutive days thereafter in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced, or covered by any other material;

(c) Notify the Regional Director for the Fifth Region, in writing, within ten (10) days from the date of this Order, what steps the Respondent has taken to comply herewith.

APPENDIX A

NOTICE TO ALL EMPLOYEES

Pursuant to a Decision and Order of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

WE WILL BARGAIN collectively upon request with UNITED FURNITURE WORKERS OF AMERICA, LOCAL 75, C. I. O., with respect to rates of pay, wages, hours of employment, or other conditions of employment, and, if an understanding is reached, embody such understanding in a signed agreement. The bargaining unit is:

All production and maintenance employees, excluding office and clerical employees, professional employees, sales personnel, guards, and supervisors.

COMFORT SPRING CORPORATION,
Employer.

By _____
(Representative) (Title)

Dated _____

⁴ In the event this Order is enforced by decree of a United States Court of Appeals, there shall be inserted in the notice, before the words, "A Decision and Order" the words, "A Decree of the United States Court of Appeals enforcing."

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

INTERMEDIATE REPORT

George L. Weasler, Esq., for the General Counsel.

Joseph Allen, Esq., of Baltimore, Md., for the Respondent.

Harry Weinstock, Esq., and *Marlin Raphad, Esq.*, of *Weinstock and Tauber*, New York, N. Y., for the Union.

STATEMENT OF THE CASE

Upon a charge filed on September 23, 1949, by United Furniture Workers of America, Local 75, C. I. O., herein called the Union, the General Counsel of the National Labor Relations Board,¹ by the Regional Director for the Fifth Region (Baltimore, Maryland), issued a complaint, dated October 25, 1949, against Comfort Spring Corporation, Baltimore, Maryland, herein called the Respondent, alleging that the Respondent had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of Section 8 (a) (1) and (5) and Section 2 (6) and (7) of the National Labor Relations Act, as amended by Public Law 101, 80th Congress, Chapter 120, 1st Session (61 Stat. 136), herein called the Act. Copies of the charge, complaint, and notice of hearing were duly served upon the Respondent and the Union.

With respect to the unfair labor practices, the complaint alleged, in substance, that the Respondent on or about September 15, 1949, and at all times thereafter down to the date of the issuance of the complaint, refused to bargain collectively with the Union as the exclusive bargaining representative of the Respondent's employees within an appropriate bargaining unit, although the Board on August 29, 1949, had certified the Union as statutory representative of the employees for the purpose of collective bargaining.² The complaint alleged that by the foregoing conduct the Respondent engaged in unfair labor practices within the meaning of Section 8 (a) (1) and (5) of the Act.

Thereafter on November 4, 1949, the Respondent filed its answer, in which it alleged in substance: (1) That the Board is without jurisdiction, competence, or authority to issue the complaint against the Respondent for the following reasons: (a) That the officers of the Union, particularly the officers of Local 75, had failed to comply with Section 9 (h) of the Act; (b) that the affidavit of Max Perlow,³ secretary-treasurer of the International Union, filed with the Board in accordance with the provisions of Section 9 (h) of the Act was in fact an "obvious sham" and was filed only for the technical purpose of permitting the Union to use the facilities of the Board, and that under such circumstances the Union has not actually complied with the spirit and intent of Section 9 (h) of the Act, and hence the Board is without jurisdiction to issue a complaint against the Respondent, and to conduct a hearing thereon; and (c) that upon information and belief of the Respondent the Union had failed to comply with Section 9 (g) of the Act; (2) (a) the answer admits its corporate structure and that it is

¹ The General Counsel and his representative at the hearing are herein referred to as the General Counsel, and the National Labor Relations Board is referred to as the Board.

² *Comfort Spring Corporation*, Case No. 5-RM-32.

³ The Respondent based its allegation against Perlow on an article appearing in the *New York Times*, June 6, 1949. At the hearing herein the Respondent offered in evidence the article referred to. It was rejected by the undersigned on the grounds that it was irrelevant, incompetent, and immaterial, and ordered it placed in the rejected exhibit file.

engaged in interstate commerce within the meaning of the Act; (b) the appropriateness of the bargaining unit as set forth in the complaint; (c) that a majority of its employees selected the Union as its bargaining representative in an election conducted by the Board on August 19, 1949; and (d) that it refused to bargain with the Union after its certification by the Board; (3) but denies that by so doing it violated Section 8 (a) (1) and (5) of the Act.

Pursuant to notice, a hearing was held on November 29, 1949, at Baltimore, Maryland, before the undersigned Trial Examiner duly designated by the Chief Trial Examiner. The General Counsel, the Union, and the Respondent were represented by counsel. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues was afforded all parties.

At the opening of the hearing the General Counsel offered in evidence as part of the formal papers, a motion filed by the Union to strike that portion of the answer which alleges that the Board is without jurisdiction to either issue the complaint herein or to conduct a hearing based thereon because the charging Union was not in compliance with Section 9 (f), (g), and (h) of the Act. The motion was admitted in evidence without objection. The undersigned then permitted all parties to state their respective positions as regards the merits of the issues raised by the motion to strike. After argument on the motion was had the undersigned granted it in all its branches on the grounds that the issues raised by the answer in this regard were matters for administrative determination and not litigable by the parties.¹ After the motion to strike was disposed of the General Counsel then referred to the undersigned petitions to revoke subpoenas issued prior to the hearing herein by the Regional Director for the Fifth Region at the request of the Respondent to the following individuals; (1) A subpoena *duces tecum* directed to the Honorable Maurice J. Tobin, Secretary of Labor or any official or employee of the Department having custody of the documents required to be filed under Sections 9 (f) and (g) of the Act and to produce those which were filed by the Union prior to October 28, 1949; (2) a subpoena *duces tecum* directed to John A. Penello, Regional Director for the Fifth Region all affidavits filed by the officers of the Union with the Board prior to October 25, 1949, in accordance with Section 9 (h) of the Act; (3) a subpoena directed to Max Perlow, secretary-treasurer of the Union; (4) a subpoena directed to Max Weinstock; and (5) a subpoena *duces tecum* directed to John W. Schwartz, president of Local 75 of the Union, to produce certain documents relative to the Union's membership, constitution, and bylaws, and other papers and documents in his possession which are required to be filed with the Secretary of Labor under the provisions of Section 9 (f) and (g) of the Act. The undersigned granted the petitions to revoke subpoenas as to all parties to whom they were directed on the grounds that the evidence which the Respondent desired to adduce from the individuals subpoenaed or have produced on the *duces tecum* subpoena were matters for administrative determination and not litigable by the parties and for the further reason that they did not in any manner relate to any matter under investigation or in question in the proceeding as required by Section 203.31 of the Board Rules and Regulations.

After the parties had rested their respective cases, the General Counsel filed with the undersigned proposed findings of fact and conclusions of law based thereon and then moved that the undersigned render his decision from the

¹ See *American Seating Company*, Cases Nos. 7-RC-520, 7-RC-521, and 7-RC-525, and authorities cited therein; *Shawnee Milling Company*, Case No. 16-C-1479.

bench prior to the closing of the hearing. The motion was denied by the undersigned.

On December 7, 1949, counsel for the Respondent filed with the undersigned a motion to reopen the hearing for the purpose of receiving testimony previously rejected by the undersigned at said hearing, and for the further purpose of having him reconsider his rulings on the granting of certain motions at said hearing to revoke subpoenas. Thereafter on December 12, 1949, counsel for the Union filed with the undersigned objections to the granting of the motion to reopen. Counsel for the Respondent in his motion to reopen cited as authority for his action in this regard Section 102.13 (e) of the Board Rules and Regulations which was added thereto on December 2, 1949. The undersigned after considering the Respondent's contention in this regard reached the conclusion that this section was not applicable to the issues involved herein, and denied the motion to reopen in all its branches on December 29, 1949.

At the close of the hearing a motion by the General Counsel to conform the pleadings to the proof in respect to minor matters such as names, dates, and the like was granted.

Upon conclusion of the hearing all parties were advised that they might argue orally before the undersigned concerning their respective positions, and were also advised as to their right to file proposed findings of fact and conclusions of law, with briefs in support thereof. None availed themselves of this opportunity.

Upon the entire record in the case and from his observation of the witnesses, the undersigned makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

At the hearing herein the parties stipulated that Comfort Spring Corporation is a Maryland corporation engaged in the manufacture of bedding and upholstered springs at its plant at Baltimore, Maryland. During the year 1948, the Respondent purchased supplies and raw materials valued in excess of \$100,000, of which over 50 percent was shipped to the Respondent's Baltimore, Maryland, plant from points and places outside the State of Maryland. During this same period the Respondent sold finished products valued in excess of \$100,000, of which over 50 percent was sold and shipped to points and places outside the State of Maryland from its Baltimore, Maryland, plant.

Upon the foregoing stipulated facts the undersigned finds that the Respondent is engaged in interstate commerce within the meaning of the Act.

II. THE ORGANIZATION INVOLVED

United Furniture Workers of America, Local 75, C. I. O., is a labor organization within the meaning of Section 2, subsection (5) of the Act.

III. THE UNFAIR LABOR PRACTICES

*Sequence of material events*⁵

Upon a petition duly filed, the Board conducted a consent election by secret ballot among the Respondent's employees in the foregoing appropriate unit on or about August 19, 1949:

⁵ The findings of fact set forth in this section of the Report were stipulated by the parties at the hearing.

All production and maintenance employees but excluding office and clerical employees, professional employees, sales personnel, guards, and all supervisory employees constitute a unit appropriate for collective bargaining within the meaning of Section 9 (b) of the Act.

As a result of the election a majority of the Respondent's employees in the above-described appropriate unit selected the Union as their representative for the purpose of collective bargaining with the Respondent. The Union was formally certified as such by the Regional Director for the Fifth Region on August 29, 1949.

On August 24, 1949, the Union by letter requested the Respondent to bargain collectively with it as the exclusive bargaining representative of the Respondent's employees in the above-described appropriate unit as regards rates of pay, hours of employment, and other conditions of employment. On September 15, 1949, the Respondent by its attorney, Joseph Allen, wrote the Union following letter:

HARRY WEINSTOCK, ESQ.,

150 Nassau Street, New York, New York.

DEAR SIR: This will confirm telegram sent to you today as follows:

"APPOINTMENT RE COMFORT SPRING CORPORATION FOR
FRIDAY CANCELLED LETTER FOLLOWS"

After further consideration we have decided that we will not negotiate with the United Furniture Workers of America as the bargaining representative of our employees.

We take this position because it is our opinion that despite the affidavit filed by Max Perlow, the International Union has not complied with the law.

We therefore believe that we should have a determination of the National Labor Relations Board on this question. If it should finally be determined that we are obliged to bargain with you and an order is issued to that effect, we shall of course comply.

Very truly yours,

(Signed) Joseph Allen,

JOSEPH ALLEN,

Attorney for Comfort Spring Corporation.

The Respondent admits that it has at all times material herein refused to bargain with the Union as the exclusive bargaining representative of its employees. Its sole defense is, as indicated above, that the Union is not in fact in full compliance with Section 9 (f), (g), and (h) of the Act.

Conclusion

As indicated above the Respondent admits that it has and does now refuse to bargain with the Union because it is convinced that it is under no legal obligation to do so. It predicates its position in this regard on the theory that the Union and several of its officers are not in full compliance with Section 9 (f), (g), and (h) of the Act. This is the sole issue involved herein. The Respondent makes no contention that the Union has lost its majority; that the consent election held by the Board on August 19, 1949, was improperly conducted; or that the unit is inappropriate. Hence its defense is dependent upon the interpretation by the Board and the courts of the effects of Section 9 (f), (g), and (h) of the Act in similar situations.

There is nothing new or novel about the issues involved herein. It has been raised before in numerous cases. The Board has consistently held that compliance with Section 9 (f), (g), and (h) is an administrative matter and not litigable by the parties.⁶ The position of the Respondent is similar to that of the Respondent in the *Craddock-Terry Shoe Corporation* case, 78 NLRB 842. In that case the Board held as follows:

The Respondent further contends that the persons who were the officers of the Union prior to January 20, 1948, were unable or unwilling to execute the affidavits required by Section 9 (h) and that as a consequence, on or about that date, they conducted a referendum among the members of the Union on a proposed change in its constitution so as to provide for only two national officers, who alone thereafter filed the required affidavits, although other former officers continued in *de facto* status. The Respondent alleges that this referendum was undertaken with the intent of circumventing the provisions of Section 9 (h). It urges that the Board reopen the record for the purpose of receiving evidence to this effect, which it claims will show that the Union is not in compliance.

The contentions made by the Respondent illustrate the possibility under existing law that unions, by abolishing offices under their constitutions but assigning identical duties to officials who shall no longer be denominated as "officers," may frustrate the Congressional intent to drive Communists from positions of leadership in the labor movement. As the Board reads the statute, however, these considerations cannot properly deter it from processing a case when the statutory requirements have been met.

The provisions of Section 9 (h) require only that there shall be on file with the Board affidavits executed by each officer. The Board additionally requires an affidavit identifying the officers of the labor organization involved (Section 203.13 (b) (1), National Labor Relations Board Rules and Regulations, Series 5). In the instant case there is on file an affidavit identifying the officers of the Union, and non-Communist affidavits signed by each officer so identified. It is not the purpose of the statute to require the Board to investigate the authenticity or truth of the affidavits which have been filed. Persons desiring to establish falsification or fraud have recourse to the Department of Justice for a prosecution under Section 35 (a) of the Criminal Code. The evidence sought to be adduced under this allegation is accordingly immaterial.

In view of the foregoing the undersigned is convinced and finds that the Respondent's contention herein in justification of its refusal to bargain with the Union is without merit. Moreover the Board had administratively found that the Union was in compliance with Section 9 (f), (g), and (h) of the Act prior to the holding of the consent election among the Respondent's employees on or about August 19, 1949. Clearly the undersigned is in no position to disturb the Board's finding in this regard.⁷

On all of the foregoing and the entire record, the undersigned concludes and finds that from on or about September 15, 1949, and at all times thereafter, the Respondent has refused to bargain in good faith with the Union as the exclusive representative of its employees in the appropriate unit, and thereby interfered with its employees in the exercise of the rights guaranteed them in Section 7 of the Act, and thus violative of Section 8 (a) (5) and (1) of the Act.

⁶ See footnote 4, *supra*.

⁷ Case No. 5-RM-32.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the Respondent set forth in Section III, above, occurring in connection with the operations of the Respondent described in Section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. THE REMEDY

Since it has been found that the Respondent has engaged in unfair labor practices, it will be recommended that the Respondent cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act. Having found that the Respondent has refused to bargain collectively with the Union as the exclusive representative of its employees in an appropriate unit, the undersigned will recommend that the Respondent, upon request, bargain collectively with the Union.

Because of the basis of the Respondent's refusal to bargain, as indicated in the facts found, and because of the absence of any evidence that danger of other unfair labor practices is to be anticipated from the Respondent's conduct in the past, the undersigned will not recommend that the Respondent cease and desist from the commission of any other unfair labor practices. Nevertheless, in order to effectuate the policies of the Act, the undersigned will recommend that the Respondent cease and desist from the unfair labor practices found and from in any manner interfering with the efforts of the Union to bargain collectively with it.

Upon the basis of the above findings of fact and upon the entire record in the case, the undersigned makes the following:

CONCLUSIONS OF LAW

1. United Furniture Workers of America, Local 75, C. I. O., is a labor organization within the meaning of Section 2 (5) of the Act.

2. All production and maintenance employees but excluding office and clerical employees, professional employees, sales personnel, guards, and all supervisory employees constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9 (b) of the Act.

3. United Furniture Workers of America, Local 75, C. I. O., was at all times material herein, and now is, the exclusive representative of all the employees in the above-described appropriate unit, for the purpose of collective bargaining within the meaning of Section 9 (a) of the Act.

4. By refusing on September 15, 1949, and at all times thereafter to bargain collectively with United Furniture Workers, Local 75, C. I. O., as the exclusive representative of all its employees in the appropriate unit, the Respondent has engaged and is engaging in unfair labor practices, within the meaning of Section 8 (a) (5) of the Act.

5. By the aforesaid refusal to bargain, the Respondent has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act, and has thereby engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (a) (1) of the Act.

6. The aforesaid unfair labor practices are unfair labor practices affecting commerce, within the meaning of Section 2 (6) and (7) of the Act.

RECOMMENDATIONS

Upon the basis of the above findings of fact and conclusions of law, and upon the entire record of the case, the undersigned recommends that the Respondent, Comfort Spring Corporation, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with United Furniture Workers, Local 75, C. I. O., as the exclusive representative of all production and maintenance employees but excluding office and clerical employees, professional employees, sales personnel, guards, and all supervisory employees, in respect to rates of pay, wages, hours of employment, and other conditions of employment;

(b) In any manner interfering with the efforts of United Furniture Workers of America, C. I. O., to bargain collectively with it on behalf of the employees in the aforesaid appropriate unit.

2. Take the following affirmative action which the undersigned finds will effectuate the policies of the Act:

(a) Upon request bargain collectively with United Furniture Workers of America, C. I. O., as the exclusive representative of all production and maintenance employees, but excluding office and clerical employees, professional employees, and all supervisory employees, in respect to rates of pay, wages, hours of employment, and other conditions of employment, and if an understanding is reached, embody such understanding in a signed agreement;

(b) Post at its plant in Baltimore, Maryland, copies of the notice attached hereto, marked Appendix A. Copies of said notice, to be furnished by the Regional Director for the Fifth Region, shall, after being duly signed by the Respondent or its representative, be posted by the Respondent immediately upon receipt thereof and maintained by it for a period of sixty (60) consecutive days thereafter in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced, or covered by any other material;

(c) Notify the Regional Director for the Fifth Region, in writing, within twenty (20) days from the date of the receipt of this Intermediate Report, what steps the Respondent has taken to comply herewith.

As provided in Section 203.46 of the Rules and Regulations of the National Labor Relations Board, any party may, within twenty (20) days from the date of service of the order transferring the case to the Board, pursuant to Section 203.45 of said Rules and Regulations, file with the Board, Washington, 25, D. C., an original and six copies of a statement in writing setting forth such exceptions to the Intermediate Report or to any other part of the record or proceeding (including rulings upon all motions or objections) as he relies upon, together with the original and six copies of a brief in support thereof; and any party may, within the same period, file an original and six copies of a brief in support of the Intermediate Report. Immediately upon the filing of such statement of exceptions and/or briefs, the party filing the same shall serve a copy thereof upon each of the other parties. Statements of exceptions and briefs shall designate by precise citation the portions of the record relied upon and shall be legibly printed or mimeographed, and if mimeographed shall be double spaced. Proof of service on the other parties of all papers filed with the Board shall be promptly made as required by Section 203.85. As further provided in said Section 203.46 should any party desire permission to argue orally before the Board, request therefor

must be made in writing to the Board within ten (10) days from the date of service of the order transferring the case to the Board.

In the event no Statement of Exceptions is filed as provided by the aforesaid Rules and Regulations, the findings, conclusions, recommendations, and recommended order herein contained shall, as provided in Section 203.48 of said Rules and Regulations, be adopted by the Board and become its findings, conclusions, and order, and all objections thereto shall be deemed waived for all purposes.

Dated at Washington, D. C., this 24th day of January 1950.

JAMES A. SHAW,
Trial Examiner.

APPENDIX A

NOTICE TO ALL EMPLOYEES

Pursuant to the recommendations of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, as amended, we hereby notify our employees that:

WE WILL BARGAIN collectively upon request with United Furniture Workers of America, Local 75, C. I. O., as the exclusive representative of:

All production and maintenance employees but excluding office and clerical employees, professional employees, sales personnel, guards, and all supervisory employees, and if an understanding is reached, embody such understanding in a signed agreement.

WE WILL NOT in any manner interfere with the efforts of the above-named union to bargain with us, or refuse to bargain with said union as the exclusive representative of the employees in the bargaining unit set forth above.

COMFORT SPRING CORPORATION,
Employer.

Dated _____ By _____
(Representative) (Title)

This notice must remain posted for sixty (60) days from the date hereof, and must not be altered, defaced, or covered by any other material.